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wage, what he should otherwise acquire directly by a retention of the tip if the statute were upheld. It is submitted that the principal case is sound.

CONTRACTS—PHYSICIAN'S SERVICES—AMOUNT OF COMPENSATION.—Plaintiff rendered medical services to A at the request of defendant's testator and sued for their value. *Held*, in determining the value of plaintiff's services it was proper to consider the size of the decedent's estate in view of a general usage among physicians to regulate their fees according to their patients' ability to pay. *Succession of Levitan* (La. 1918) 79 So. 829.

Where a physician renders services to a patient without an express contract, the courts have, as a general rule, failed clearly to distinguish between those cases where recovery should be had on quasi-contractual grounds and those where a contract implied in fact has arisen. In all cases they have adopted as a test of a reasonable compensation the ability and experience of the physician, the nature of his services, the time spent in performing them and the amounts received for like services by physicians of similar professional standing. See *Jonas v. King* (1886) 81 Ala. 285, 1 So. 591; *Saffin v. Thomas* (1894) 8 Oh. C. C. 253; *Stockbridge v. Crooker* (1852) 34 Me. 349. Following this test, the great weight of authority holds that evidence of the patient's ability to pay cannot be used as a basis of compensation, even though there is a custom among physicians to regulate their charges according to the wealth of their patients. *Robinson v. Campbell* (1878) 47 Iowa 625; *Morrell v. Lawrence* (1907) 203 Mo. 363, 101 S. W. 571; *contra*, *Czarnowski v. Zeyer* (1883) 35 La. Ann. 796; see *Lange v. Kearney* (1889) 51 Hun. 640, 4 N. Y. Supp. 14 *aff'd*. (1891) 127 N. Y. 676, 28 N. E. 255. Evidently where a physician in an emergency renders services to one who is unconscious or otherwise unable to contract, compensation must be based on a quasi-contractual obligation alone and the patient's wealth is not a factor entering into the determination of reasonable value. *Cotnam v. Wisdom* (1907) 83 Ark. 601, 104 S. W. 164; 8 Columbia Law Rev. 58. But in the instant case, as well as in all others where services were rendered at the request of the patient, recovery should be had on a contract implied in fact and not in quasi-contract. See *Cotnam v. Wisdom*, *supra*. Such an action being based entirely on the intention of the parties, *Hertzog v. Hertzog* (1857) 29 Pa. St. 465, a general custom among physicians to regulate their fees according to the ability of their patients to pay, or even a habit of the particular physician to do so, if known to the defendant, should be admitted to show what charges the parties contemplated when making the contract. Upon this reasoning, suggested in *Morrisett v. Wood* (1899) 123 Ala. 384, 26 So. 307 and *Lange v. Kearney*, *supra*, the principal case would seem sound though not in accord with the weight of authority.

EQUITY—INJUNCTION TO PROTECT THE RIGHT OF PROPERTY IN NEWS.—The complainant collected news at great expense for distribution among its members. The defendant made a practice of taking complainant's news reports, published in early editions or on bulletin boards, rewriting them, and then transmitting this pirated news to its own customers, who would in this manner procure and publish it before the members of the Associated Press in the same locality. *Held*, three